

Emmetsburg CSD Emmetsburg EA

7/1/2006 6/30/2008

CONTRACT BETWEEN

BOARD OF DIRECTORS
OF THE
EMMETSBURG COMMUNITY SCHOOL DISTRICT

AND

EMMETSBURG EDUCATION ASSOCIATION

2006- 2007 & 2007- 2008 SY

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This Agreement is entered into this 20th day of February, 2006, by and between the Board of Directors of the Emmetsburg Community School District and the Emmetsburg Education Association.

The Board of Directors of the Emmetsburg Community School District, hereinafter referred to as the "Board", recognizes the Emmetsburg Education Association, hereinafter referred to as the "Association", as the sole and exclusive bargaining representative. The unit and its members, who are hereinafter referred to as "employees" are described as:

INCLUDED: All K-12 certified classroom teachers (senior high, middle school, elementary, special elementary, and special education teachers), guidance counselors, certified nurses, and librarians.

EXCLUDED: 1) The superintendent, assistant superintendent, principals (elementary and secondary), athletic director; 2) teacher aides and nurses who are not certified to teach; 3) janitors, clerical, transportation personnel, cafeteria personnel; 4) all other employees not specifically included and others excluded by Section 4 of the Act.

ARTICLE I
GRIEVANCE PROCEDURE

A. A grievance shall mean only a complaint that there has been an alleged violation of any of the specific provisions of this agreement not specifically excepted from the grievance procedure.

B. (1) Every employee covered by this agreement shall have the right to present grievances in accordance with these procedures.

(2) The failure of the grievant to act on any grievances within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

(3) It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee or of the teaching staff.

C. (1) First Step

An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his or her principal. Complainant may also have an Association representative present for this and all subsequent steps of this procedure.

(2) Second Step

If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the contract, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within twenty days from the date of occurrence of the event giving rise to the grievance or date of occurrence of the event giving rise to the grievance or when it should reasonably have been ascertained. The principal shall make a decision on the grievance and communicate it in writing to the employee and the superintendent within ten school days after receipt of the grievance.

(3) Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee or local association shall file, within five school days of the principal's written decision at the second step, a copy of the grievance with the superintendent. Within ten school days after such written grievance is filed, the aggrieved and superintendent or his designee shall meet to resolve the grievance. This person shall not be the same person involved at the second step of the procedure. The superintendent or his designee shall file an answer within ten school days of the third-step grievance meeting and communicate it in writing to the employee and the principal.

(4) Fourth Step

If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of impartial, binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving employee to the superintendent within thirty days from receipt of the Step 3 answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties seven days after said notice is given. If the two parties

fail to reach agreement on an arbitrator within seven days, the American Arbitration Association will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator shall be binding on the parties.

Expenses for the arbitrator's services shall be born equally by the school district and the Association.

The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the school district and the Association and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the agreement.

ARTICLE II

LEAVES

A. Sick Leave

(1) Employees will be allowed sick leave as follows:

Fourteen (14) days sick leave for the first year to any employee new in the system. The schedule for sick leave each consecutive year for all teaching personnel until the maximum of one hundred thirty (130) days is reached will be as follows:

First year of employment	14 days
Second year of employment	11 days
Third year of employment	12 days
Fourth year of employment	13 days
Fifth year of employment	14 days
Sixth and subsequent years	15 days

(2) Employees shall be given a copy of a written accounting of accumulated sick leave days no later than September 20 of each school year.

(3) An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability through the end of the school year.

(4) In the event that a teacher of the Emmetsburg Community School District should be medically disabled, and have no sick leave days remaining, which shall after the passage of time, ninety (90) days, and shall be eligible for Long-Term Disability, the following procedure shall be implemented:

(a) The teacher shall receive the difference between his/her salary and the substitute's pay. This shall be enforced until the teacher reaches the ninety-one (91) day limit for Long Term Disability to be initiated.

B. Business Leave

Each employee may request two (2) business leave days per school year. The request and reason for the request shall be made to the superintendent three (3) days in advance of the day requested for leave except in the case of emergency. The day shall be used for business of a legal nature which cannot be accomplished on a Saturday, Sunday, or holiday. Examples of "legal business" include but are not limited to the following: legal or judicial proceedings, IRS audit, adoption, estate settlements, business or real estate closings. The decision on granting the leave request shall be with the superintendent or his/her designee and the denial of the request shall not be grievable under this contract.

C. Professional Leave

Attendance at educational meetings or visiting other schools is permitted at full pay if such absence is approved by the superintendent. Professional leave is limited to five (5) days. If any employee wishes to be absent from duty for a brief period to attend a professional meeting or to visit schools, a written request for the superintendent's approval of such absence should be signed by the employee and filed in the superintendent's office at least one week prior to the first day of anticipated absence.

D. Jury Duty Leave

In the absence of extraordinary circumstances, employees in the school system may be excused for jury duty. In order that no employee may suffer financial loss because of such absence, the difference between their normal salary and the compensation received for jury duty shall be paid by the school district to the said employee.

E. Military Leave

(1) Leaves of absence are granted for military purposes but are not to exceed the enlistment or draft period. On completion of the military service, the individual is entitled to reinstatement at the same salary he would have received had he not taken such leave, but subject to the following conditions: that the position was not abolished; that he is physically and mentally capable of performing the duties of the position; that he makes written application for reinstatement to the Superintendent of Schools within ninety (90) days after termination of military service and that he submits an honorable discharge from the military service.

(2) A leave of absence will be granted for reservists for training purposes but not a period exceeding a total of thirty (30) days in any calendar year. Leaves for training purposes are granted without loss of pay, but employees are expected to take such training during times when school is not in session whenever possible.

F. Family Medical/Bereavement Leave

Each employee may request up to a total of (10) ten days per year, non-accumulative, which can be used in the event of serious illness or death of an employee's:

- * spouse, child, brother, sister, parents
- * grandchild, aunt, uncle, son or daughter in-law
- * father or mother-in-law, brother or sister-in-law, grandfather, grandmother, stepmother, stepfather, nephew, niece, spouse's grandparents
- * any other member of the immediate household

Serious illness is defined as hospitalization or extended home care following hospitalization. In the event of the death of an employee or student in the school district, the principal or immediate supervisor of the employee or student, may grant to an appropriate number of employees sufficient time to attend the funeral. The Superintendent may at his/her discretion grant up to one (1) day, per year, of paid bereavement leave in the event of the death of a friend or relative outside the employee's family as defined above. If the employee requests additional days to attend a funeral any unused personal days must be used, if the employee has no remaining personal days, a day may be granted where the employee receives their normal daily pay less the current rate for a substitute.

Employees may request up to five (5) days of the ten (10) days permitted in this section to be used for the illness of the employee's spouse, children, and/or any other member of the family. Illness includes ailments not requiring hospitalization. Family is defined as spouse, child, or parent not necessarily living in the employee's home and also to include members of an employee's household.

Leaves used under family or serious illness shall be deducted from the regular sick leave days as identified under Section A.,

G. Maternity Leave

(1) Except as hereafter modified, all provisions applicable to employees who are granted sick leave shall be applicable to employees applying for maternity leave. Sick leave benefits for maternity to the extent of an employee's accumulated earned sick leave shall be paid only during the time of medical confinement, which shall be the time medically indicated for termination and recommencement of duties as hereinafter provided.

(2) An employee who is pregnant shall inform the Superintendent of Schools of her expected date of confinement not later than the beginning of the fourth month of pregnancy. At that time the employee shall give notice in writing to the superintendent of the expected date of childbirth, whether the employee plans to continue to perform her duties during the period of pregnancy, the date when she expects to commence her leave for maternity, and the date she expects to return to school following childbirth. Should the employee not plan to return to work after the time of her medical confinement, she shall inform the Superintendent of Schools in writing not later than the end of the sixth month of pregnancy.

(3) The determination of the dates maternity leave shall commence and terminate shall be made by the employee in consultation with the superintendent of schools and the employee's physician.

(4) Any pregnant employee who desires to continue the performance of her duties during the period of her pregnancy may continue to do so provided that her health and work efficiency are not affected, and the employee is physically capable of continuing to perform her duties. The employee shall provide a statement from her physician stating that she is physically capable of continuing to perform her duties, to what date, and in the opinion of the physician, that she is capable of performing her duties during pregnancy. The employee shall report changes in her condition as they may affect her performance. Following childbirth the employee shall furnish a statement from her physician that she is physically capable of resuming her duties and on what date.

(5) Where maternity leave has been approved, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the employee to the Superintendent of Schools. An application shall be accompanied by the statement of the employee's physician. Such extensions or reductions shall be granted for the time medically indicated.

(6) The determination whether the employee is capable of continuing work during pregnancy or whether she is capable of returning to work following childbirth and whether her health and work efficiency will be adversely affected, shall be made in consultation with the superintendent, the employee, and the employee's physician, which opinion shall be binding on the parties.

(7) If the date for the commencement of maternity leave or the date of the resumption of duties would interfere with the administration of the school or the continuity of the educational process, the requested date may be changed by the superintendent to assure efficient administration of the school to provide the least disruption to students when participating in a unit

of instruction, giving due consideration to the desires and capabilities of the employee, subject to affirmative medical opinion.

(8) In the event the date of commencement of termination of maternity leave, as provided in this policy, is changed for other than medically indicated reasons in order to avoid interference with the administration of the school or the continuity of the educational process, any additional days of leave shall not be reimbursed as sick leave.

(9) A leave of absence beyond the time of medical confinement for pregnancy and childbirth may be granted without salary or sick leave benefits for a period not to exceed the balance of the school year. However, employee may continue all insurance coverage at the employee's expense.

H. Association Leave

Up to six (6) days leave with pay shall be available for representatives of the Association to attend conferences, conventions, and other activities of the local, state and national affiliated organizations at the discretion of the Association. The Association shall reimburse the District the amount then being paid for substitute teachers for each day taken. These days shall not be available for collective bargaining conferences, collective bargaining inservice activities or for use for impasse or grievance arbitration matters.

I. Leave of Absence

The superintendent may grant leaves of absence without pay at the superintendent's discretion.

J. Personal Leave

One (1) day of personal leave per year, cumulative to two (2) days, shall be available for use by an employee for personal business. The request shall be made to the Superintendent five (5) days in advance of the day requested for leave. This discretionary leave is for any purpose desired by the teacher but will be subject to the following conditions: the day(s) shall not be taken by the employee during the first week of school or the last week of school or the day immediately prior or subsequent to a holiday or vacation, or on a teacher workshop or inservice day or parent/teacher conference day. Further, the administration may limit the number of employees leaving on the same day to the number of available substitutes.

Once the employee has reached two (2) days cumulative and does not use any personal leave during the year, the certified employee will be reimbursed for one day at the current substitute pay.

K. Unpaid Extended Leave

1. Unpaid leave may be granted with Board or their designee approval when a substitute replacement is available for the following purposes:

- (a) Educational improvement leave of up to two (2) years, with appropriate application at an accredited college or university, reasonably related to professional responsibilities.
- (b) Family illness for up to one (1) year for the purpose of caring for a sick or injured member of employee's immediate family.
- (c) Parental leave, for purposes of child care, not to exceed the balance of the school year, beyond the time of medical confinement for childbirth, or for the time taken for adoption.
- (d) Other temporary leaves for good and sufficient reasons.

2. Upon return from unpaid leave the employee shall receive training lane advancement for additional credits earned during such leave.

3. When a leave application is rejected, the employee will be given a written notice of reason(s) promptly.

4. An employee granted an unpaid leave of absence under 1.(a) or 1.(b) above must reaffirm his or her intention to return to the District by giving written notification to the Superintendent of Schools during the January preceding the commencement of the school year in which the employee intends to return.

L. Emergency Leave

Each employee may request up to two (2) emergency leave days per school year. To be eligible for an emergency leave, the request must be for an extraordinary and unique circumstance, and all other leave categories are not applicable. The superintendent may at his/her discretion grant this leave, however, such leave shall be non-presidential and shall not be grievable under this contract.

ARTICLE III
EMPLOYMENT TERM

- A. Employees shall be contracted in their first year for a school year on the basis of one hundred ninety-one (191) days and employees in their second and additional years shall be contracted for one hundred ninety (190) days. Certain employees may be contracted on an extended basis as shall be agreed to by and between the employee and the board.
- B. Employees shall receive five (5) paid holidays during the course of the calendar year and said holidays shall be designated on the school calendar as drawn by the superintendent.
- C. First year employees shall attend six (6) teacher workdays and employees in their second and additional years shall attend five (5) teacher workdays, all of which shall be designated in the school calendar.
- D. The balance of one hundred eighty (180) days shall be teaching days.
- E. The school day shall be from 8:00 a.m. to 4:00 p.m., except that employees shall be able to leave on Fridays and holidays fifteen (15) minutes after dismissal of students. The policy regarding the length of the school day at each building shall be implemented by the principal of each building, with the principal having authority to make minor changes for the building starting and dismissal time as practical, reporting these changes to the Superintendent of Schools. In addition, all employees shall be required to attend meetings, which meetings shall commence no earlier than 7:30 a.m. and adjourn by 5:00 p.m. These meetings shall be held at the request of the building principal or the superintendent. The building administrator may adjust an individual's dismissal time at the administrator's discretion. The hours of part-time employees shall be proportionate to the fraction of the full-time contract under which they are employed.
- F. We rely upon school personnel; teachers and support staff (as well as spouses of both), to fill the positions needed for ticket selling/taking, supervision, and parking at our numerous school activities throughout the year.

In return for working at a minimum of three events, school personnel (and spouse, if spouse works too) will receive an activity ticket good for full admission to all school sponsored events. These passes are not good for admission to events sponsored by the Lakes Conference or State sponsored tournaments or meets.

ARTICLE IV

EVALUATION PROCEDURES

Process will follow the teacher evaluation model as developed by the School Improvement Committee and adopted starting with the 1994-95 school year.

The basic criteria, as listed on the summative evaluation form, are the underlying principles in all three modes of the evaluation model.

Mode I

The first mode of the model represents teachers who are non-tenured.

Mode II

The second mode of the model represents teachers who, by meeting and exceeding the needs of the district, are developing professional growth plans.

Mode III

Mode III represents intensity assistance for a teacher who falls within the unacceptable range in one or more of the basic criteria as listed on the summative evaluation form.

ARTICLE V

TRANSFER PROCEDURES

- A. Any employee may apply for a voluntary transfer to another building. Such application shall be in writing to the Superintendent. A denial of the transfer to a vacancy existing at the time of such a request shall be in writing. The administration will notify current staff members of existing vacancies during the school year and at other times when it is feasible. Notification may be by posting or electronic methods such as E-mail.
- B. In the event that the superintendent determines that involuntary transfers are necessary, the superintendent shall give written notice to the affected employees by March 1. In the event of an administrative need arising after March 1, written transfer notice shall be delivered as soon as practicable.

ARTICLE VI

STAFF REDUCTION PROCEDURES

- A. When, in the sole, exclusive and final judgment of the Board of Education, decline in enrollment, reduction of program or any other reason requires reduction in staff, the administration shall attempt to accomplish same by attrition. In the event necessary reduction in staff cannot be adequately accomplished by attrition given the necessity to hire and/or maintain the most competent and qualified staff available in the interests of perpetuating the highest quality education program possible, the administration shall base its decision as to resulting contract renewals within the following grade categories of K-4, 5-8, 9-12, except in the K-12 certified areas of art, music and physical education, on the seniority, relative skill, ability, competence and qualifications of available employees to do the available work. The order of the foregoing categories shall not determine the weight to be given to each, and all shall be considered before a decision is made by the Board.
- B. Allegations of violations of this clause shall not be subject to the grievance and arbitration procedure, but rather shall be first discussed between the employee and his or her principal, then between the employee and the superintendent. Should resolution of the problem not be affected, the allegation shall then be submitted for study and advice to a six person committee composed of three persons appointed by the superintendent and three persons appointed by the Association. The committee shall submit to the Board of Education a minority report, with its recommendations. It is understood and agreed that the final decision in this matter rests with the sole discretion of the Board.
- C. The majority and minority reports of the six person committee shall be filed with the Board simultaneous with the evaluations conducted pursuant to Senate File 205.
- D. A staff member who is reduced under this article of the contract shall be subject to recall under the following conditions:

An employee who is in good standing (not in Mode III of the evaluation model) shall be subject to recall for a period of 27 months from the date of last regular service to the district with these restrictions.

- 1. The position for which they are recalled must require the same certification as any position that they have held in the district during the ten (10) years immediately preceding the reduction.
- 2. Teachers will be recalled based on total seniority in the district. Staff with equal seniority will be recalled based on Administrator Evaluation.
- 3. A teacher will be given a period of 1 week (7 days) to accept or reject a position offered. The offer will be made by return receipt mail or hand delivered. The 7 day time line will start and include the date offer was actually received by the teacher. The individual teacher is responsible for providing a current mailing address, in writing, to the central office.
- 4. A teacher may voluntarily remove their name from the recall list by giving written notice to the superintendent.
- 5. A teacher returning to service in the district will be given credit

for past experience and placement on the salary schedule will be on the step above the step where they were during the year of last service to the district. If during the layoff the teacher has taught, in another district, using the same certification as used in the Emmetsburg district, they will be given credit for that experience when placed on the salary schedule.

6. The employee may remain on the districts health insurance program, at their own expense, unless it is not permitted by the insurance program.
7. A recall list will be maintained in the central administration office and will be shared with the association upon request. The association president is to be notified when an offer for recall is extended.

ARTICLE VII

INSURANCE

A. Health and Major Medical and Optical Insurance

Each employee whose employment status qualifies him/her for group coverage will be placed on the group plan and will receive up to **four thousand, seven hundred seventy eight dollars (\$4,778.00)** per school year for application against the cost of health and major medical and optical insurance that is available through the school. Said amount would be applied on a monthly basis against the employee's cost. Any excess will be applied to family coverage or the employee may elect to place the excess in a TSA, of their choice, or take the balance in salary.

B. Term Life Insurance

The district will provide and place each employee, whose employment status qualifies him/her for group coverage, a term life insurance policy of ten thousand dollars (\$10,000).

C. Income Protection Insurance

The district will provide and place each employee, whose employment status qualifies him/her for group coverage, income protection insurance beginning with the 91st day of sickness/accident at a rate of 60% of the Gross Wage payable for accident and for sickness to age 65.

ARTICLE VIII
SUPPLEMENTAL PAY

- A. Employee participation in extra-curricular activities which extend beyond the regularly scheduled day are listed on Exhibit "A" attached hereto. Employees shall be compensated according to the rate of pay set forth in the extra duty schedule attached hereto marked Exhibit "A".
 - B. It is understood and agreed that in addition to teaching duties and supplemental pay duties the employees shall perform some additional duties that shall not involve additional compensation.
 - C. The administrator making an ICN class assignment will evaluate needed preparation time when making said assignment.
- A supplemental pay stipend will be added to Exhibit A for teachers who teach a class on the ICN in the amount of \$400 per semester/per class.

ARTICLE IX

SALARY

- A. The salary of each employee covered by the regular salary schedule is set forth in Exhibit "B", which is attached hereto and made a part hereof.
- B. The basic salary guide shall be interpreted as a general basis for issuing the employees' contracts. The Board of Education reserves the right to withhold a salary increment when the services of an employee are considered below standard or professional stipulations are not met. The Board reserves the right to pay above the basic schedule to obtain or keep specifically qualified employees and institute any merit pay systems desired by the Board, which system will be non-grievable under this contract.
- C. Employees on the regular salary schedule may be granted an increment or vertical step on the schedule for each year of service until the maximum on the schedule for their educational classification is reached.
- D. It is agreed that if additional state funds become available, by an increase in the per pupil allowable growth appropriation, 55 (fifty-five) percent of the additional funds will be applied to the salary schedule, provided these funds are sufficient to generate an increase of fifty dollars on the BA base.

ARTICLE X
DUES DEDUCTION

- A. **Authorization**
Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be as set forth in Exhibit "C", which is attached hereto and made a part hereof, and shall be filed with the Board secretary by September 1.
- B. **Regular Deduction**
Pursuant to a deduction authorization, the Board shall deduct one-tenth of total dues from the regular salary check of the employee each month for ten months, beginning in September and ending in June of each year.
- C. **Duration**
Such authorization shall continue in effect from year to year unless revoked in writing by a thirty day notice to the Board and to the Association.
- D. **Termination**
Any employee whose employment terminates prior to June shall provide verification to the Board from the Association that dues are paid in full or that satisfactory arrangements have been made therefore, or the balance of the year's dues shall be deducted from the next payment to the employee.
- E. **Transmission of Dues**
The Board shall transmit to the Association the total monthly deduction for professional dues within ten school days following each regular period, and a listing of the employees for whom deduction was made will be furnished on October 1 and subsequent deductions therefrom will be furnished on the first of each month following the month of any reduction in size of the unit.
- F. It is the responsibility of the Association to inform members of the dues deduction system and to provide the necessary authorization cards.
- G. It is further agreed that the word "dues" as used above does not involve initiation fees, special assessments, back dues, or fines.
- H. The Association agrees to indemnify and hold harmless the school district from any claims or causes of action that are based upon unfair representation or improper application or use of dues money by the Association.

In the event that any provision of this agreement shall become void or illegal during the term of this agreement, such provision shall become inoperative, but all other provisions of this agreement shall remain in force and effect for the duration of this agreement.

ARTICLE XI

PHASE 1, PHASE 2, AND PHASE 3

I. Phase I

- A. Any surplus Phase I money will roll into the Phase II pool and be included in the Phase I & Phase II Base on the Salary Schedule.
- B. If the legislation regarding Phase I is amended or if the funding formula or moneys appropriated for Phase I are changed, the appropriate adjustments will be made to the Phase I & Phase II Base on the Salary Schedule.

II. Phase II

- A. The Phase II moneys shall be included in the Phase I & Phase II Base which is to be consistent with the distribution agreement reached in the 1988-89 school year. **This Base will be Calculated annually after the phase funds are received and then be used as the next years Base.**
- B. If the legislation regarding Phase II is amended or if the funding formula or moneys appropriated for Phase II are changed, the appropriate (dollar for dollar) adjustments will be made to the Phase I & II Base on the Salary Schedule.

III. Phase III

- A. The distribution of salary under Phase 3, and evaluations under Phase 3, shall be subject to the grievance procedure under this contract.
- B. Rate of Pay

The rate of pay shall be established by the District Leadership Team and written into the current Phase III plan as submitted to the Department of Education.
- C. Participation in all Phase 3 activities shall be voluntary on the part of the employee.

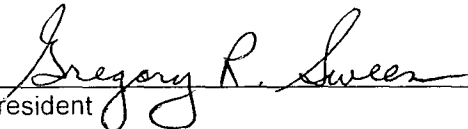
Disapproval of the plan, failure to meet specified goals of the plan, or non-participation shall not in any way be used in the evaluation of the teacher's overall performance.

ARTICLE XII

This agreement shall be effective from July 1, 2006 through June 30, 2008 for language (Articles I through VI and X), and from July 1, 2006 through June 30, 2007 for salary and benefits (Articles VII through IX). The current Exhibit A and B in this master contract reflect only the salary and benefits for 2006-2007. The amount of the salary and benefits increase for the 2006-2007 SY will be 4.0% above the 2005-2006 SY total cost as determined on February 20, 2006. This dollar amount to be used in determining the district contribution towards health insurance for Article VII and the increase to Exhibit A and B will be finalized during the 2006-2007 school year after the new health insurance rates are announced by the carrier.

In witness thereof:

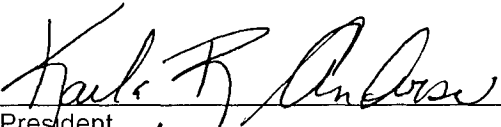
For the Emmetsburg Education
Association



President
6-20-06

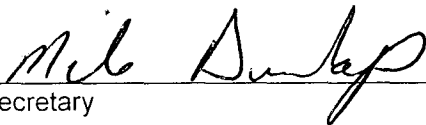
Date

For the Board of Education of
Emmetsburg Community School District




President
6/19/06

Date



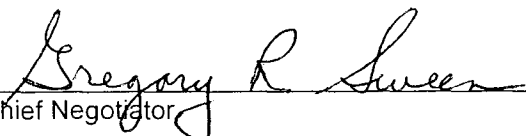
Secretary
6/19/06

Date



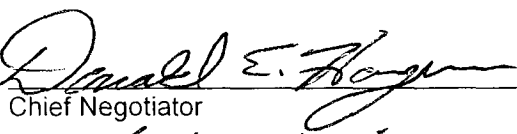
Superintendent
6-19-06

Date



Chief Negotiator
6-20-06

Date



Chief Negotiator
6/19/06

Date

EXHIBIT A
EMMETSBURG COMMUNITY SCHOOLS
2006-2007 SY
Extra Duty Schedule

Factor 1.000
Base 22,235

Activity	#	Position	Percent	Cost
Football	1	Varsity Head	15.78	\$3,921.33
	1	Varsity Assistant	10.79	\$2,681.32
	1	Sophomore	9.46	\$2,350.81
	1	Freshman	9.13	\$2,268.81
	1	Eighth	7.68	\$1,908.48
	1	M.S. Asst.	6.69	\$1,662.47
	1	Seventh	6.69	\$1,662.47
	1	Trainer & Assistant	9.46	\$2,350.81
	7	Pre-season	170.00	\$1,190.00
Wrestling	1	Varsity Head	15.78	\$3,921.33
	1	Varsity Assistant	10.79	\$2,681.32
	1	M.S. Head	7.68	\$1,908.48
Basketball	2	Varsity Head	15.78	\$7,842.66
	2	Varsity Assistant	10.79	\$5,362.63
	2	Freshman	9.13	\$4,537.61
	2	Eighth	7.68	\$3,816.96
	2	Seventh	6.69	\$3,324.93
	1	Chaperone	3.28	\$815.08
Track	2	Varsity Head	15.78	\$7,842.66
	2	Varsity Assistant	10.79	\$5,362.63
	2	M.S. Head	7.68	\$3,816.96
	2	M.S. Assistant	6.69	\$3,324.93
Volleyball	1	Varsity Head	15.78	\$3,921.33
	1	Varsity Assistant	10.79	\$2,681.32
	1	Freshman	9.13	\$2,268.81
	1	Eighth	7.68	\$1,908.48
	1	Seventh	6.69	\$1,662.47
	5	Pre-season	170.00	\$850.00
Baseball	1	Varsity Head	15.78	\$3,921.33
	1	Varsity Assistant	10.79	\$2,681.32
	1	Freshman	9.13	\$2,268.81
Softball	1	Varsity Head	15.78	\$3,921.33
	1	Varsity Assistant	10.79	\$2,681.32
	1	Freshman	9.13	\$2,268.81
Golf	2	Varsity Head	11.69	\$5,809.93

Cross Country	1	Head Coach	11.69	\$2,904.97
Band	1	HS Band	15.78	\$3,921.33
	1	MS Band	9.13	\$2,268.81
Vocal	1	HS	15.78	\$3,921.33
	1	MS	9.13	\$2,268.81
Miscellaneous	1	Head Speech & Ind. Contest	11.69	\$2,904.97
	1	Speech, Lg. Group Contest	11.69	\$2,904.97
	1	Fall play or Musical	11.69	\$2,904.97
	1	Musical Pit Band Director	385.00	\$385.00
	1	Musical Choreographer	765.00	\$765.00
	1	Musical Accompanist	765.00	\$765.00
	1	Musical/Play Set Const.	410.00	\$410.00
	1	HS Cheerleaders	6.25	\$1,908.48
	1	MS Cheerleaders	2.57	\$638.65
	1	Adult Education	6.19	\$1,538.22
	1	Yearbook	5.90	\$1,466.15
	1	Newspaper	4.62	\$1,148.07
	1	F.B. Film	1.43	\$355.36
	1	Ticket Manager	5.48	\$1,361.78
	1	Consession Manager	3.98	\$989.03
	1	FFA	7.18	\$1,784.23
	18	Department Head	3.37	\$15,074.01
	11	Building Chairperson	1.29	\$3,526.22
	1	TAG/Academic Activity Sponsor	7.53	\$1,871.21
	65	Drivers Education	145.00	\$9,425.00
	1	HS Summer Band/Concerts	10.92	\$2,713.62
	1	MS Summer Band/Concerts	10.92	\$2,713.62
	2	ICN Class/Sem.	400.00	\$800.00
	1	Student Council	475.00	\$475.00
Renewed Annually	4	Asst. Speech Coaches	765.00	\$3,060.00
SALARY TOTAL				\$188,573.64
FICA/IPERS/WK/LTD				\$0.00
TOTAL COSTS				\$188,573.64

Exhibit B
Emmetsburg Community Schools
2006-2007 SY

Phase I & II						
Base		723				
Generator						
Base		24,850				
BASE=	25,573					
	E	F	G	H	I	J
STEP	B.A.	B.A.+12	B.A.+24	M.A.	M.A.+15	M.A.+30
1	\$25,573	\$26,724	\$27,875	\$29,025	\$30,176	\$31,327
	1.000	1.045	1.09	1.135	1.18	1.225
2	\$26,724	\$27,875	\$29,025	\$30,176	\$31,327	\$32,478
	1.045	1.09	1.135	1.18	1.225	1.27
3	\$27,875	\$29,025	\$30,176	\$31,327	\$32,478	\$33,628
	1.09	1.135	1.18	1.225	1.27	1.315
4	\$29,025	\$30,176	\$31,327	\$32,478	\$33,628	\$34,779
	1.135	1.18	1.225	1.27	1.315	1.36
5	\$30,176	\$31,327	\$32,478	\$33,628	\$34,779	\$35,930
	1.18	1.225	1.27	1.315	1.36	1.405
6	\$31,327	\$32,478	\$33,628	\$34,779	\$35,930	\$37,081
	1.225	1.27	1.315	1.36	1.405	1.45
7	\$32,478	\$33,628	\$34,779	\$35,930	\$37,081	\$38,232
	1.27	1.315	1.36	1.405	1.45	1.495
8	\$33,628	\$34,779	\$35,930	\$37,081	\$38,232	\$39,382
	1.315	1.36	1.405	1.45	1.495	1.54
9	\$34,779	\$35,930	\$37,081	\$38,232	\$39,382	\$40,533
	1.36	1.405	1.45	1.495	1.54	1.585
10	\$35,930	\$37,081	\$38,232	\$39,382	\$40,533	\$41,684
	1.405	1.45	1.495	1.54	1.585	1.63
11	\$37,081	\$38,232	\$39,382	\$40,533	\$41,684	\$42,835
	1.45	1.495	1.54	1.585	1.63	1.675
12	\$38,232	\$39,382	\$40,533	\$41,684	\$42,835	\$43,986
	1.495	1.54	1.585	1.63	1.675	1.72
13	\$39,127	\$40,277	\$41,684	\$42,835	\$43,986	\$45,136
	1.53	1.575	1.63	1.675	1.72	1.765
14	\$39,894	\$41,045	\$42,835	\$43,986	\$45,136	\$46,287
	1.56	1.605	1.675	1.72	1.765	1.81
15	\$40,405	\$41,556	\$43,602	\$45,136	\$46,287	\$47,438
	1.58	1.625	1.705	1.765	1.81	1.855
16	\$40,917	\$42,068	\$44,113	\$46,031	\$47,182	\$48,333
	1.6	1.645	1.725	1.8	1.845	1.89
17				\$46,543	\$47,694	\$48,844
				1.82	1.865	1.91
18				\$47,054	\$48,205	\$49,356
				1.84	1.885	1.93

VARIATIONS

At the discretion of the Board of Education, variations from the stated schedule may be granted; such variations will be based on load, merit, and availability. Increments for extended contracts will be figured at the rate of one-tenth (1/10) of the basic salary for each month of service and/or twentieth (1/20) of the basic salary for each extra half month of service.

COLLEGE CREDITS

Credit hours are to graduate level calculated as semester courses, subject to evaluation and shall be appropriate and/or applicable to the teaching assignment.

PREVIOUS EXPERIENCE

Credit for valid experience may include six (6) years with placement on step seven (7).

MINIMUM RAISE

All Phase I teachers shall receive a minimum raise of \$330.00.

EXHIBIT C

Dues Deduction Authorization Form

For Employer use only
Do not fill out

Authorization for Payroll Deduction
for Education Association Dues

Employee No.

Date Started

Amount

First Name

Initial

Last Name

Changes

Date

Amount

Date

Amount

Date

Amount

Date

Amount

I hereby request and authorize the Board of Education of Emmetsburg Community School District as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues which amount is to be remitted each month for me on behalf to the treasurer of the Emmetsburg Education Association.

It is understood that this authorization shall begin on the first payroll period following this date and shall continue through June from one year unless revoked in writing by a thirty (30) day notice to my employer and to said organization.

It is further understood that in the event my employer terminates prior to June, I shall provide verification to the Board of Education from the Association that my dues are paid in full for the year or that satisfactory arrangement have been made with the Association for payment of those dues. In the event I do not furnish said verification it is understood that the balance of the year's dues shall be deducted from my final payment from the Emmetsburg Community School District.

Date _____

Signature _____

Social Security Number _____